



County of Los Angeles CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://cao.co.la.ca.us>

DAVID E. JANSSEN
Chief Administrative Officer

November 9, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

APPROVE CONTRACT WITH FIRST 5 LA COMMISSION (ALL DISTRICTS) (4 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and delegate authority to the Chief Administrative Officer (CAO) to sign a substantially similar contract to Attachment A upon approval by County Counsel. This contract with the First 5 LA Commission will provide \$50,000 to test the reliability and feasibility of the child care quality rating instruments developed by the County of Los Angeles Policy Roundtable for Child Care (Roundtable).
2. Delegate authority to the Chief Administrative Officer or his designee to prepare and execute program amendments as may be deemed necessary to implement this contract.
3. Approve the attached Appropriation Adjustment to the CAO Budget for Fiscal Year 2004-05 (Attachment B).

PURPOSE OF RECOMMENDED ACTION

During the past year, the Roundtable, with staff support from the Office of Child Care, located within the Service Integration Branch of the CAO, developed program quality rating instruments to determine the quality of child care centers and family child care homes serving children from birth to six years of age. The Roundtable worked with the Commission's Universal Preschool Task Team on Quality to ensure the alignment of these instruments and tools to be used to rate the quality of universal preschool classrooms.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

On September 2, 2004, your offices were notified that the Office of Child Care had submitted a request for funding to the Commission. This request was approved by the Commission on September 9, 2004, and provides \$50,000 to test the reliability and feasibility of the rating instruments.

With your Board's approval of this contract, the Office of Child Care will coordinate this project and will enlist the services of the Center for Improving Child Care Quality (Center) at the University of California, at Los Angeles (UCLA).

Implementation of Strategic Plan Goals

This effort is consistent with Goal 5 of the County's Strategic Plan, which is to improve the well-being of children and families in the County of Los Angeles.

JUSTIFICATION

Approval of this contract by your Board is required to accept the funds awarded by the Commission.

FISCAL IMPACT

This award will provide \$50,000 to test the reliability and feasibility of the child care program quality rating instruments developed by the Roundtable. To implement this project, the CAO will contract with the Center at UCLA to conduct field observations, analyze existing data sets on local child care program quality, and prepare a summary report. The cost for these services is \$38,000. The remaining \$12,000 will be used by the Office of Child Care to recruit and schedule observation sites, finalize and distribute materials to observation sites, research the licensing status of all observation sites, liaison with the Commission and Roundtable, and facilitate the submission of a final report to the Commission, including information on child care licensing issues.

FINANCING

This contract from the Commission is for \$50,000. The acceptance of this contract requires the approval of the attached Appropriation Adjustment to allow the inclusion of these funds in the CAO Budget for Fiscal Year 2004-05.

FACTS AND PROVISIONS

In developing these quality rating instruments, the Roundtable worked closely with the Commission's Universal Preschool Task Team on Quality. The goal of this collaboration was to develop a consistent message on program quality standards for both universal preschool classrooms serving four-year-olds and all other child care and development programs. Because this goal was achieved, the field test of the Roundtable instruments will inform the upcoming selection and rating of universal preschool sites.

The Center will conduct field observations at 8 to 12 child care centers, and 8 to 12 family child care homes. Because the purpose of this project is to test the reliability and feasibility of the rating instruments, the sample size is small. Each observation will include a review of organizational records, the administration of the Adult Involvement Scale, and an appropriate Environment Rating Scale (Infant/Toddler, Early Childhood, or Family Child Care). In addition, the Center will analyze its existing data sets on local child care and development program scores on the Adult Involvement Scale and the various Environment Rate Scales.

As required by the contract, the Office of Child Care will submit a final report to the Commission in February 2005. The report will describe the results of the field observations augmented by a related research conducted by the Center. The report will also include a description of Community Care Licensing Division issues encountered during the course of this project. Copies of this report will be provided to your Board.

IMPACT ON CURRENT SERVICES

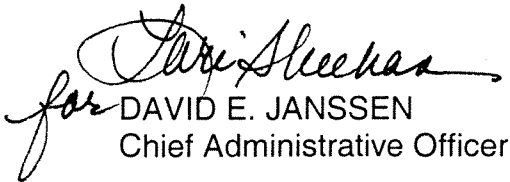
Over the past decade, the child care and development service sector in the County of Los Angeles absorbed two new and substantial funding streams: the Child Care and Development Block Grant and CalWORKs Child Care. In both cases, authorizing legislation directed the majority of these funds to child care voucher programs. Efforts were undertaken to quickly expand the supply of child care to meet the needs of low-income working families. Ten years later, these funding streams have been incorporated into the child care service infrastructure, the supply of licensed family child care has more than doubled, and the number of licensed child care centers has increased by 87 percent since 1999.

During this same period, the impact of high-quality child care services was documented through a variety of studies, including the Chicago Parent-Child Center and The Children of the Cost, Quality, and Child Outcomes Study Go to School. These research efforts have shown that the effects of high-quality child care are long-term; lasting at

least through kindergarten, and in most cases, through second grade. Unfortunately, other research has revealed that only a small portion of care available to families in Los Angeles, and throughout the country, is of high quality. The benefits associated with high-quality child care are not realized by children participating in programs of mediocre or poor quality.

The ongoing shortfall of available care has generated a tension between investing in "more slots" or "improved quality." In addition, the supply gap has fueled an attitude that "some care is better than no care," and a hesitation to exclude any but the most obviously unsafe settings. However, as the impact of the quality of child care and development has become better understood, the case for differentiating high-quality child care services from mediocre- and poor-quality services is reinforced. The Roundtable believes the implementation of a carefully designed quality rating system would provide parents with clear, concise information on the quality of individual child care settings. The Roundtable also acknowledges that targeted technical assistance will be critically important to ensuring the full-range of child care providers can upgrade their services to young children. The first step in this ambitious process, however, is to develop a **reliable** instrument that can rate the quality of care in individual programs.

Respectfully submitted,


for DAVID E. JANSSEN
Chief Administrative Officer

DEJ:LS
KMS:sg

Attachments (2)

c: Auditor-Controller
County Counsel



Commissioners

Los Angeles County Supervisor
Don Knabe
Chair

Maria Veloz
Vice Chair

Jane Borkmann

Renata M. Cooper

Thomas L. Gattavani, M.D.

Neal Kaufman, M.D., M.P.H.

Elizabeth Lowe

Marvin J. Sautter, D.S.W.

Carolyn R. Winter

Ex Officio Members

Phyllis "Chae" Harewitz

Jacqueline McCroskey, D.S.W.

Matt S. Rozman

Deanne Tilton

Executive Director

Beverly A. Martin

355 S. Broadway Ave.

Suite 2100

Los Angeles, CA 90017

Ph: 213.482.5002

Fax: 213.482.9470

www.first5.org

contracts@first5.org

CONTRACT FOR GOODS/SERVICES

06754

CONTRACTOR

County of Los Angeles

772633

LOS ANGELES COUNTY CHILDREN AND FAMILIES FIRST – PROPOSITION 10 COMMISSION
GOODS/SERVICES CONTRACT



CONTRACT

This Contract, made and entered into on this _____, by and between the LOS ANGELES COUNTY CHILDREN AND FAMILIES FIRST - PROPOSITION 10 COMMISSION (aka FIRST 5 LA) whose address is 333 South Beaudry Avenue Suite 2100, Los Angeles, California 90017, hereinafter referred to as the "COMMISSION" and the County of Los Angeles whose address is 222 South Hill Street, 6th Floor, Los Angeles, California 90012, hereinafter referred to as the "CONTRACTOR." All of CONTRACTOR'S goods and/or services to be provided hereunder shall be coordinated and overseen by COMMISSION staff as designated below.

I. SCOPE OF WORK

The CONTRACTOR will furnish the following goods and/or services to the COMMISSION between **November 15, 2004** through **February 28, 2005** based on timeline and activities in Exhibit A for the Office of Child Care - Child Care Quality Rating Scale Feasibility and Reliability System Project.

CONTRACTOR shall provide such goods and services in a professional manner, and any goods delivered hereunder shall be subject to all applicable express and implied warranties.

II. BUDGET AND PAYMENT

The Budget and Budget Narrative for the CONTRACTOR is attached as **Exhibit B** and is incorporated herein by this reference as an integral part of this Contract. CONTRACTOR'S total compensation for goods and/or services under this contract shall not exceed **\$50,000.00**. Not later than the 20th day of each month, CONTRACTOR shall submit monthly invoices to COMMISSION, addressed to the attention of the Executive Director, for all services performed and expenses incurred pursuant to this Contract. Within ten (10) business days following COMMISSION's receipt of a properly completed invoice, COMMISSION shall notify CONTRACTOR in writing of any disputed amounts included on the invoice. All payments will be processed based on **Exhibit C – Payment Schedule** and shall be conditioned upon CONTRACTOR being in full compliance with all provisions of this Contract. Final payment to CONTRACTOR will be made based on CONTRACTOR's successful performance of all services required pursuant to the Contract. All checks are to be made out to County of Los Angeles. Total payments from COMMISSION to CONTRACTOR shall not exceed the amount specified in this Section, without a written amendment to this Contract, duly-executed by both parties.

III. SCOPE OF ENGAGEMENT

Any goods and/or services other than those noted in this Contract, or provided on terms or at a price in excess of the pricing set forth in Exhibit A shall require a new COMMISSION-CONTRACTOR Contract. CONTRACTOR shall act at all times as an independent CONTRACTOR and this Contract shall not be deemed to create any form of partnership, joint venture or employment relationship between or among the COMMISSION and the CONTRACTOR, nor shall either party be in any way liable for any debt of the other. This Contract is non-assignable.

772633

IV. INDEPENDENT CONTRACTOR

The COMMISSION shall not be responsible for withholding taxes with respect to the CONTRACTOR compensation hereunder. The CONTRACTOR shall have no claim against the COMMISSION hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

V. CONFLICT OF INTEREST

It shall be the responsibility of CONTRACTOR to abide by conflict of interest laws and regulations applicable to the CONTRACTOR under California law. CONTRACTOR acknowledges that he/she/it is acting as public official pursuant to this Contract and shall therefore avoid undertaking any activity or accepting any payment, employment or gift from any third party that could create a legal conflict of interest or the appearance of any such conflict. CONTRACTOR shall maintain the confidentiality of any confidential information obtained from the Commission during this Contract and shall not use such information for personal or commercial gain outside this Contract. By agreeing to this Contract and accepting financial compensation for services rendered hereunder, CONTRACTOR agrees that he/she/it may not subsequently solicit or accept employment or compensation under any program, grant or service that results from or arises out of the Contract. During the term of this Contract and for one year thereafter, CONTRACTOR shall not knowingly solicit or accept employment and/or compensation from any First 5 LA collaborator or grantee without the prior written consent of First 5 LA.

VI. INSURANCE

CONTRACTOR shall maintain in effect throughout the duration of this Contract at least the following policies of insurance, issued by insurers admitted to do business in the State of California with a current A.M. Best's Guide Rating of A:VII or better:

- (a) Commercial General Liability Insurance with policy limits not less than one million dollars (\$1,000,000.00) per occurrence.
- (b) Workers Compensation insurance on a state-approved policy form providing statutory benefits as required by law.
- (c) Business Auto Liability Primary coverage provided on ISO Business Auto Coverage forms for all owned, non-owned, and hired vehicles with a combined single limit of not less than \$1,000,000.00 per accident.

Each such policy of insurance shall apply on a primary and non-contributing basis as to COMMISSION and be endorsed to include as additional insured COMMISSION, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. CONTRACTOR shall provide certificates and endorsements evidencing such insurance to COMMISSION upon execution of this Contract. Each such certificate shall state explicitly that the policy of insurance shall not be cancelled, withdrawn or allowed to lapse for any reason unless the insurer has first given thirty (30)

days written notice to the COMMISSION. Failure to maintain such insurance and/or to provide the required certificates shall constitute a material breach of this Contract. Legally adequate evidence of self-insurance meeting the approval of the COMMISSION's Legal Counsel may be substituted for any coverage required above.

VII. INDEMNIFICATION

To the maximum extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless COMMISSION, its officers, officials, employees, agents and volunteers, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, injuries, damages, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by CONTRACTOR, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever incurred in relation to, as a consequence of or arising out of or in any way attributable in whole or in part to CONTRACTOR's performance of this Contract including, without limitation, matters of active or passive negligence on the part of COMMISSION. This duty to indemnify and defend shall not extend to such losses, actions, injuries, or damages arising out of or caused by COMMISSION's sole negligence as determined by a court of competent jurisdiction. CONTRACTOR's duty to indemnify and defend shall survive the termination of this Contract for any reason.

VIII. TERMINATION OF SERVICES

COMMISSION may terminate this Contract after providing ten (10) days written notice to CONTRACTOR. Upon such termination, only those documented, earned and unpaid fees and expenses earned by CONTRACTOR prior to such termination pursuant to the budget set forth in Exhibit B shall become due and payable. Any amount paid in advance to CONTRACTOR and not yet earned shall be refunded to COMMISSION within thirty (30) calendar days of termination.

IX. NOTICES

Any notices, reports, or invoices required by this Contract shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's and COMMISSION's regular business hours or by facsimile before or during CONTRACTOR'S regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, addressed as set forth below, or to such other addresses as the Parties may, from time to time, designate in writing.

If to COMMISSION:

First 5 LA
Attention: Evelyn V. Martinez, Executive Director
333 South Beaudry Avenue, Suite 2100
Los Angeles, California 90017

Copy to:
Craig Steele, Esq.
Richards, Watson & Gershon
355 South Grand Avenue, Suite 4000
Los Angeles, California 90017

If to CONTRACTOR:

X. INTERPRETATION AND VENUE

This Contract shall be interpreted and governed by the laws of the State of California. Any claim or lawsuit arising out of this Contract shall be brought in State court in Los Angeles County, California and CONTRACTOR hereby consents to such jurisdiction and venue. The prevailing party in any such lawsuit shall recover its costs of suit, including reasonable attorney fees.

XI. ENTIRE UNDERSTANDING

This document and the Exhibits which are hereby incorporated and referenced constitute the entire understanding and Contract of the parties, and any and all prior agreements, contracts, understandings, and representations are hereby terminated and cancelled in their entirety and are of no further force or effect. The provisions of this Contract shall govern over any inconsistent provisions contained in any exhibit hereto.

XII. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR shall conform to and abide by all applicable federal, state and local laws, ordinances, codes, regulations, and standards of licensing and accrediting authorities, insofar as the same or any of them are applicable. This includes standards of professional ethics governing the use of assessment tools, the provision of services via the Internet and telephone, and the dissemination of information and educational materials.

SIGNATURES

In WITNESS WHEREOF, this Contract has been executed as of the date set forth above by the respective duly authorized signatories below.

CONTRACTOR

Agreed & Accepted

Don Knabe, Supervisor – 4th District
Chairman, County of Los Angeles Board of Supervisors

Date

COMMISSION

Approved as to form:

Craig A. Steele
Legal Counsel

Date

Agreed & Accepted:

Evelyn V. Martinez
Executive Director
Los Angeles County Children and Families First
Proposition 10 Commission (aka First 5 LA)

Date

EXHIBIT A - SCOPE OF WORK

Contract Number: 06754
 Agency Name: County of Los Angeles
 Project Name: Office of Child Care - Child Care Quality Rating Scale
 Project Length: Feasibility and Reliability System
 3.5 months (11/15/04 – 2/28/05)

Contract Period: 11/15/04 – 2/28/05
 Revision Date:
 Report Period:
 Submission Date (Office Use only):

Objective: Conduct a feasibility and reliability study of the proposed Los Angeles County Child Care Quality Rating System

Activities	Timeline	Staff Assignment	Supporting Documents	For Progress Report Only	
				Attachment Number	Actual Timeline
Conduct field testing of proposed quality rating system in: <ul style="list-style-type: none"> at least eight (8) licensed family child care homes at least eight (8) licensed child care centers including multiple classrooms where infants, toddlers, and preschool-age children are enrolled 	November 2004	UCLA CICCQ	Quality rating system Study methodology		
Augment field observations with analyses of existing data, including: <ul style="list-style-type: none"> Early Childhood Environment Rating Scales Infant/Toddler Environment Rating Scales Family Child Care Environment Rating Scales Compliance with Child Care Licensing Compensation of Child Care Center and Family Child Care Providers 	December 2004	UCLA CICCQ	Analysis plan		
Write report that includes: <ul style="list-style-type: none"> Field test findings and recommendations on the types of technical assistance needed to substantially improve the quality of child development services available to children in Los Angeles County. 	January 2005	Office of Child Care	Draft report		
Submit final report to First 5 LA and conduct presentation on final report	February 2005	Office of Child Care	Final report Final presentation		

**Office of Child Care Budget:
Field Test of Child Care Program Quality Rating Instruments**

Program Type	Cost
Office of Child Care Personnel	\$9,000
Materials/Supplies/Equipment	\$2,100
Indirect Costs	\$900
UCLA	\$38,000
Total	\$50,000

EXHIBIT C

PAYMENT SCHEDULE

COUNTY OF LOS ANGELES

Office of Child Care -

Los Angeles County Child Care Quality Rating Scale Feasibility and Reliability Study

1. An initial payment of **\$40,000** is required. This fee is due upon the execution of the contract on November 15, 2004 and contingent on the submission of required documentation.
2. The balance of **\$10,000** is due upon completion of services on February 28, 2005.

76R 352M 11/83

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S.
No.[DEPT.
NO]

DEPARTMENT OF ADMINISTRATIVE OFFICER

10/27

2004

AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2004-2005

4 - VOTES

SOURCES

ADMINISTRATIVE OFFICER
UNANTICIPATED REVENUE - OTHER GOVERNMENTAL
AGENCIES
A01-AO-10100-9021
\$50,000.00

USES

ADMINISTRATIVE OFFICER
SERVICES AND SUPPLIES
A01-AO-10100-2000
\$50,000.00

JUSTIFICATION

APPROPRIATION ADJUSTMENT IS REQUESTED TO PROVIDE SPENDING AUTHORITY FOR ACCEPTANCE OF A FIRST 5 LA COMMISSION CONTRACT TO EVALUATE CHILD CARE QUALITY RATING INSTRUMENTS DEVELOPED BY THE COUNTY OF LOS ANGELES POLICY ROUNDTABLE FOR CHILD CARE.


 GILES QUAN, PROGRAM SPECIALIST

CHIEF ADMINISTRATIVE OFFICER'S REPORT

 REFERRED TO THE CHIEF
ADMINISTRATIVE OFFICER FOR ---

ACTION

✓

RECOMMENDATION

AUDITOR-CONTROLLER

BY

Heh Tung

NO.

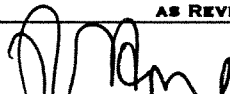
178

OCT. 28 2004

APPROVED AS REQUESTED

AS REVISED

October 28 20 04



CHIEF ADMINISTRATIVE OFFICER

 APPROVED (AS REVISED):
BOARD OF SUPERVISORS

October 28 20 04

BY

DEPUTY COUNTY CLERK